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U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

STATEMENT UNDER 37 CFR 1.33(b)

Audited Patient Outcome Lists et al.

Application No. / Patent No. : 000000000000

3448 • J. Neurosci., September 17, 2003 • 23(26):3445–3453

Editor: MARGARET STANTON, STANTON@WASHU.EDU

PLA-1000

Signature _____
(Name of witness)

n.individual

REFERENCES

stated that it is:

- an assignee of the entire right, title, and interest; or
- an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is 33.3%)

in the patent application/patent identified above in two (2) sets of three (3) copies.

An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

A chain of title from the inventor(s), of the patent application, shall be identified, along with the name and address of the inventor(s).

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

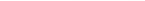
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.64.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 202.04.]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


Signature
Richard P. Ford

5/20/08
Date
518-222-0200

Title
The collection of information is required by 37 CFR 3.7(b). The information is required to obtain or retain a benefit by the public, which is to the end by the USPTO, its records, an application. Confidentiality is provided by 37 U.S.C. 122 and 37 CFR 1.14 and 1.14. This collection is estimated to take 18 minutes to complete. The gathering, preparing, and submitting the completed application form to the USPTO. This time will vary depending upon the individual case. Any comments or suggestions concerning this collection of information should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1600, Alexandria, VA 22313-1600, or to the Director, FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1600, Alexandria, VA 22313-1600.

If you need assistance in completing the form, call 1-800-PTO-2100 and select option 2.

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this . day of September, 2005, by and between Ronald J. Link, hereinafter referred to as the "Seller" and Arthur Epstein, Richard P. Ford and Kenneth M. Keith, hereinafter collectively referred to as the "Purchaser";

WITNESSETH:

WHEREAS, the Seller is the record owner and holder of twenty-five (25%) the issued and outstanding shares, hereinafter, the "Stock", of the capital stock of Applied Surgical Data Corporation, hereinafter referred to as the "Corporation", a New York corporation, which Corporation has issued capital stock of 100 shares of NO par value common stock, and together with and a one-third interest in a certain pending patent filed jointly with Arthur Epstein and Kenneth Keith, same being currently pending in the United States Patent and Trademark Office under application number 10/607,526, hereinafter the "Patent Interest", such Stock and Patent Interest, hereafter, being referred to as the "Purchased Assets".

WHEREAS, the Purchaser desires to acquire the Purchased Assets and the Seller desires to sell or cause to be sold all of the Purchased Assets, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Purchased Assets aforementioned, it is hereby agreed as follows:

ARTICLE I**ACQUISITION OF PURCHASED SHARES**

Sale of Purchased Shares. Buyer shall purchase and Seller shall sell the Purchased Shares for a price as set forth below the receipt of which is hereby acknowledged, (hereinafter referred to as the "Purchase Price"), subject to the terms of this Agreement.

Delivery of Certificate by Seller. The transfer of the Purchased Shares by Seller shall be effected by the ownership transfer on the books of the Corporation which is hereby authorized by Seller.

ARTICLE II
ACQUISITION OF PATENT INTEREST

Sale of Patent Interest. Seller hereby waives all of his right title and interest, now and forever, to patent filed jointly with Arthur Epstein and Kenneth Keith, same being currently pending in the United States Patent and Trademark Office under application number 10/607,526, and transfers same to Purchaser.

ARTICLE III
PURCHASE PRICE

Purchase Price. The purchase price to be paid by Purchaser is Two Thousand and 00/100ths (\$2,000.00) Dollars, payable upon the execution of this agreement.

ARTICLE IV
INDEMNIFICATION AND NON-DISCLOSURE

Scope of Indemnification of Seller. Seller, without limitation or reservation, shall be entitled to indemnification from Buyers, jointly and severally, for any loss, damage or expense (including reasonable attorney's fees and other out-of-pocket expenses) ("Indemnified Losses") arising out of:

- (a) Claims by third parties for any and all acts or failures to act of the Corporation from its date of formation until such date as it shall be dissolved;
- (b) Any breach by Corporation or Buying Shareholders of this agreement.

For purposes of this Article, the term "Buyer" shall mean and refer to those individuals, as herein before defined, as jointly constituting Buyer.

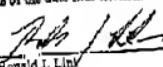
ARTICLE X
MISCELLANEOUS

Entire Agreement. This Agreement contains the entire understanding of the parties related to the subject matter of this Agreement and it shall not be amended or modified in any way except by subsequent agreement executed in writing.

Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

Execution of Additional Documents. The parties agree to execute such additional documents as may be necessary to implement the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the date first written.


Ronald J. Link


Arthur Epstein


Richard P. Felt


Kenneth M. Keith